# STATE OF NEW HAMPSHIRE Department of Administrative Services Division of Procurement and Support Services Bureau of Purchase and Property State House Annex Concord, New Hampshire 03301

**DATE:** 7/28/16

COMMODITY: CONTRACT-SERVICES-VEHICLE DAMAGE APPRAISAL

NIGP CODE: 928-0000

**CONTRACT #:** 8002057

CONTRACTOR ID #: 220271 B001

CONTRACTOR NAME: NORTHERN NEW ENGLAND APPRAISAL

PO BOX 749

MEREDITH N.H. 03253

SUBMITTED FOR ACCEPTANCE BY:		
Alan Hofmann, Purchasing Manager Bureau of Purchase and Property	DATE	7/28/16
******************	*****	*********
Lisa M. Pollard, Director Division of Procurement & Support Services	DATE	7-28-16
*************	******	*********
ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE HAMPSHIRE REVISED STATUTES, ANNOTATED 21-1:14, XII.	HE AUTHO	RITY GRANTED TO ME BY NEW
Vicki Quiram, Commissioner Department of Administrative Services	DATE	8/1/14
\ <u> </u>		

The above contract is the result of Bid 1880-16 - 6/2/16

The price of \$145.00 per estimate is the same as the previous contract.

The last two years the Contractor averaged 17 estimates per year  $\times$  \$145.00 = \$2,465.00 per year.

Subject:

#### CONTRACT - SERVICES - VEHICLE DAMAGE APPRAISAL

Notice: This agreement and all of its attachments shall become public upon approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

#### **AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

#### **GENERAL PROVISIONS**

1. IDENTIFICATION.					
1.1 State Agency Name		1.2 State Agency Address			
		STATE HOUSE ANNEX, ROOM 102			
ADMINISTRATIVE SERVICES		25 CAPITOL STR			
		CONCORD, NH	03301		
1.3 Contractor Name		1.4 Contractor Address	7777777 02252		
NORTHERN NEW ENGLAN	D APPRAISAL SERVICE, LLC	PO BOX 749, MEREDI	IH N.H. 03253		
		1.5	1.0 Drive Limitation		
1.5 Contractor Phone #	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
866-212-2127		JUNE 30, 2019	\$50,000.00		
10.0	1	1.10 State Agency Telephor	ne Number		
1.9 Contracting Officer for Sta ALAN HOFMANN	ite Agency	603-271-2550	ie i validoi		
ALAN HOFMANN		003-271-2330			
1.11 Contracto Signature		1.12 Name and Title of Co	ntractor Signatory		
1.11 Columetto Signature		WORTHERNA	NE APPRAISAL		
		T.	PROCEED AGAINST INC		
		KAVIOVIO	MAGITI MANAGING		
1.13 Acknowledgement: State	e of $\nearrow H$ , County of $B$	selknys	PARTNET		
(/		,			
On 07/07/2016 , before	re the undersigned officer, persona	lly appeared the person identifi	ed in block 1.12, or satisfactorily		
proven to be the person whose	name is signed in block 1.11, and a	cknowledged that s/he execute	d this document in the capacity		
indicated in block 1.12.		WINA LEVACIN			
1.13.1 Signature of Notary Pu	blic or Justice of the Peace  No Levallem	THE PARTY OF THE P			
1		COMMUNICATION			
m	1/2 Jacks Velon 1	EXPIRESION			
[Seal]		2 10,2020			
1.13.2 Name and Title of Nota	ary or Justice of the Peace				
BANK Sadica	Pan.	Z PV PUBLIC I			
BANK Sow ICE 1.14 State Agency Signature	pep	TWI MPSH Swittle of Str	ate Agency Signatory		
1.14 State Agency Signature	0 -114	Viole Commiss	inner I . A		
Chella Duckor	Date: 8 1 1 4	Joseph Buchano A	-ssistant Commissioner		
	epartment of Administration, Divis	ion of Personnel (if applicable	)		
1.16 Approval by the N.H. Do	spartment of Administration, Divis	ion of resonance (ij apprecies)			
By:		Director, On:			
By.					
1.17 Approval by the Attorne	ey General (Form, Substance and E	xecution) (if applicable)			
By:		On:			
1.18 Approval by the Govern	or and Executive Council (if appli	cable)			
By:		On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and quidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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Contractor Initials \_

Date 7/7/16

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent Contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed

in the State of New Hampshire.

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Contractor Initials Date

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation"). 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- **20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. **HEADINGS**. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- **24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Contractor Initials

Date 7/

# STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES VEHICLE DAMAGE APPRAISAL SERVICES EXHIBIT A SCOPE OF SERVICES

#### CONTRACT ADMINISTRATION

#### CONTRACTOR CONTRACT MANAGER

Company Name:

Northern New England Appraisal

Contract Manager:

David Draghi

Address:

PO Box 749

Meredith N.H. 03253

Telephone:

1-866-212-2127

Telephone:

603-968-3881

Cell Phone:

603-998-4067

Facsimile:

603-968-3199

E-mail:

ddraghi@nnadjustment.com

#### STATE CONTRACT MANAGER

Contract Manager:

Alan Hofmann

Title:

Purchasing Manager

Address:

25 Capitol Street

State House Annex, Room 102

Concord, New Hampshire 03301

Telephone:

603-271-2550

Facsimile:

603-271-7564

Email:

alan.hofmann@nh.gov

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Contractor Initials

# VEHICLE DAMAGE APPRAISAL SERVICES EXHIBIT A SCOPE OF SERVICES

#### 1. INTRODUCTION

Northern New England Appraisal Service (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with vehicle damage appraisal services in accordance with the bid submission in response to State Request for Bid #1880-16 and as described herein.

#### 2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37

b. EXHIBIT A

Scope of Services

c. EXHIBIT B

**Payment Terms** 

d. EXHIBIT C

Special Provisions

e. EXHIBIT D

RFB 1880-16

#### 3. TERM OF CONTRACT

This contract shall commence on JULY 15, 2016 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on June 30, 2019, a period of approximately three (3) years.

#### 4. ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

#### 5. SCOPE OF WORK

The purpose of this contract is to provide all labor, mileage, parking, tolls, transportation, lodging, meals, materials, equipment, tools and report preparation as necessary to provide the required level of services as described herein. The scope of work shall include VEHICLE DAMAGE APPRAISAL SERVICES, at the location where the vehicle is located. VEHICLE DAMAGE APPRAISAL SERVICES shall be completed in 2 business days from the request of the using agency; the report shall be submitted to the using agency within 3 business days from the appraisal.

All services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

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Contractor Initials

Date 7

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The contracting officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interest of security.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

SCOPE OF WORK: Appraisals for Automobiles and Light Trucks

#### APPRAISAL:

The price for an appraisal shall include the initial appraisal, supplemental appraisal (if necessary) and the post inspection.

Contractor shall use one of the following computerized data bases

Audatex North America Mitchell Data - Ultra Mate CCC

The Contractor shall complete an appraisal of the damaged vehicle by accessing all areas that may have damage including opening the hood, deck lid and doors, checking wheel wells, frame, suspension, glass, drive line and under carriage. Submit to the agency an appraisal with itemization of parts, work and labor required with cost for each.

#### SUPPLEMENTAL REPAIRS:

If the repair facility should request additional repairs not indicated in the original appraisal, the Contractor shall concur with the facility that the additional repairs are needed and submit a supplemental appraisal to the agency. The supplemental appraisal shall include an itemization of additional parts, work and labor required with cost for each.

#### POST INSPECTION:

The Contractor shall follow up with an inspection of the vehicle to insure the repairs were completed as specified for fit, quality and performance and that the vehicle is in pre-accident condition. The Contractor will test drive the vehicle and check all electronic accessories, and pay attention to details such as making sure the doors, hood, and deck lid open and close smoothly and examine freshly painted areas for a good color match. Also, during the test drive, listen for any unusual noises and test the handling. After the test drive, notify the agency in writing that the vehicle has been accepted and approved.

If SUB-CONTRACTORS are to be utilized, information regarding the proposed sub-contractors including the name of the company, their address and contact person.

Yes	No_x

Page 8 of 12 Contractor Initials

Date.

#### 6. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

#### 7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #1880-16, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

## 8. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

#### 9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

#### 10. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

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Contractor Initials

Date 7/2//

# STATE OF NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES VEHICLE DAMAGE APPRAISAL

### EXHIBIT B PAYMENT TERMS

#### 1. CONTRACT PRICE

The Contractor hereby agrees to provide vehicle damage appraisal services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$50,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as June 30, 2019.

#### 2. PRICING STRUCTURE

STATE OF NEW HAMPSHIRE	NORTHERN NEW ENGLAND APPRAISAL				
COOS					
PRICE PER APPRAISAL	145.00				
GRAFTON					
PRICE PER APPRAISAL	145.00				
CARROLL					
PRICE PER APPRAISAL	145.00				
SULLIVAN					
PRICE PER APPRAISAL	145.00				
MERRIMACK					
PRICE PER APPRAISAL	145.00				
BELKNAP					
PRICE PER APPRAISAL	145.00				
STRAFFORD					
PRICE PER APPRAISAL	145.00				
CHESHIRE					
PRICE PER APPRAISAL	145.00				
HILLSBOROUGH					
PRICE PER APPRAISAL	145.00				
ROCKINGHAM					
PRICE PER APPRAISAL	145.00				

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Contractor Initials

#### 3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the services and shall include a brief description of the work done along with the location of work.

Itemized invoices must include the following:

Agency name
Agency location
Date work was completed
Brief description of services rendered
Contract number
Contract price

The invoice shall be sent to the address of the using agency under agreement.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

#### 4. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:

http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P

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Contractor Initials

Date

## EXHIBIT C SPECIAL PROVISIONS

There are no other special provisions of this contract.

**EXHIBIT D** 

RFB #1880-16 is incorporated here within.

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Contractor Initials Date 7

#### Northern New England Appraisal Service, LLC

#### Meeting of the Member

The meeting of the member was held at the offices of Northern New England Appraisal Service LLC on July 07 2016 at one o'clock in the afternoon, notice of the time and place holding said meeting having been waived by the Member. The Sole Member is present.

Kathleen Collins called the meeting to order, stated the object thereof and presided.

Upon motion, duly made, it was unanimously:

VOTED: That David J Draghi be appointed as attorney-in-fact for the Company with respect to State of New Hampshire, Administrative Services Division of Purchase & Property, Bid 1880-16.

David J Draghi shall have any and all authority necessary to bid, negotiate, bind the Company, and implement the bid, if accepted, on behalf of the Company.

There being no further business to come before the meeting, it was, upon motion, unanimously:

VOTED: To adjourn

I, Kathleen Collins, Sole ember, do hereby certify and attest that the foregoing is a full and true record of proceedings had at such time.

Kathleen Collins Member

2 Duel 7/7/1



#### **Corporation Division**

Search By Business Name By Business ID By Registered Agent Annual Report File Online Guidelines

Name Availability Name Appeal Process

**Filed Documents** Date: 7/7/2016

(Annual Report History, View Images, etc.)

**Business Name History** 

Name Type Name

Northern New England Appraisal Service, Legal

LLC

Limited Liability Company - Domestic - Information

622797 **Business ID:** 

Status: Good Standing

11/30/2009

**Entity Creation Date:** NH

Principal Office Address: 248 Daniel Webster Hywy

Meredith NH 03253

Principal Mailing Address: PO Box 749

Meredith NH 03253

3/8/2016 2:19:10 PM Last Annual Report Filed Date:

Last Annual Report Filed: 2016

Registered Agent Sullivan, Jason M, Esq Agent Name:

Office Address: 303 Islington Street

Portsmouth NH 03801

Mailing Address:

State of Business.:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

Privacy Policy | Accessibility Policy | Site Map | Contact Us

Filed Date Filed: 11/30/2009 Business ID: 622797 William M. Gardner Secretary of State

# State of New Hampshire

Filing fee:

\$50.00

Fee for Form SRA: \$50.00

Total fees

\$100.00

Use black print or type.

Form must be single-sided, on 81/2" x 11" paper; double sided copies will not be accepted.

Form LLC-1 RSA 304-C:12

#### CERTIFICATE OF FORMATION NEW HAMPSHIRE LIMITED LIABILITY COMPANY

THE UNDERSIGNED, UNDER THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS SUBMITS THE FOLLOWING CERTIFICATE OF FORMATION: FIRST: The name of the limited liability company is Northern New England Appraisal Service, LLC SECOND: The nature of the primary business or purposes are to provide appraisal services THIRD: The name of the limited liability company's registered agent is Jason M. Sullivan, Esq. and the street address, town/city (including zip code and post office box, if any) of its registered office is (agent's business address) Law Office of Jason M. Sullivan, PLLC, 303 Islington Street, Portsmouth, NH 03801 FOURTH: The latest date on which the limited liability company is to dissolve is perpetual is not \_\_\_ vested in a manager or managers. FIFTH: The management of the limited liability company \_\_\_ SIXTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B). Kathleen Collins Print or type name: Member (Enter "manager" or "member") Date signed:

\*Must be signed by a manager; if no manager, must be signed by a member.

DISCLAIMER: All documents filed with the Corporate Division become public records and will be State of New Hampshire available for public inspection in either tang

Mail fees, DATED AND SIGNED ORIGIN of State, 107 North Main Street, Concord N



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5/07

### Form SRA – Addendum to Business Organization and Registration Forms Statement of Compliance with New Hampshire Securities Laws

Part I - Business Identification and Contact Information
Business Name: Northern New England Appraisal Service
Business Address (include city, state, zip): 644 Winona Road, Center Harbor, New Hampshire, 03226
Telephone Number: (603) 524-5128
Contact Person: Kathleen Collins
Contact Person Address (if different):
Part II - Check <u>ONE</u> of the following items in Part II. If more than one item is checked, the form will be rejected.  [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below.  However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:
Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets <u>ALL</u> of the following three requirements:  A) This business has 10 or fewer owners; and  B) Advertising relating to the sale of ownership interests has not been circulated; and  C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2 This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed
This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation -
<ol> <li>This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.</li> </ol>
Part III – Check <u>ONE</u> of the following items in Part III:
1 This business is not being formed in New Hampshire.
2. This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.
Part IV - Certification of Accuracy
(NOTE: The information in Part IV must be certified by: 1) <u>all</u> of the incorporators of a corporation to be formed; or 2) <u>and</u> executive officer of an existing corporation; or 3) <u>all</u> of the general partners or intended general partners of a limited partnership; or 4) <u>one or more</u> authorized members or managers of a limited liability company; or 5) <u>one or more</u> authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)
I (We) certify that the information provided in this form is true and complete. (Original signatures only)
Name (print): Kathleen Collins Signature: Date signed: 11/23/07
Name (print): Signature:
Date signed:
Name (print): Signature:
Date signed:



# State of New Hampshire Department of State 2016 ANNUAL REPORT

Filed

Date Filed: 3/8/2016

Effective Date: 3/8/2016

Business ID: 622797

William M. Gardner Secretary of State

BUSINESS NAME: NORTHERN NEW ENGLAND APPRAISAL SERVICE, LLC

BUSINESS TYPE: Domestic Limited Liability Company

BUSINESS ID: 622797

CITIZENSHIP: Domestic

STATE OF FORMATION: New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
248 Daniel Webster Hywy	PO Box 749
Meredith, NH, 03253, USA	Meredith, NH, 03253, USA

# REGISTERED AGENT AND OFFICE REGISTERED AGENT: Sullivan, Jason M, Esq REGISTERED AGENT OFFICE ADDRESS: 303 Islington Street Portsmouth, NH, 03801, USA

	PRINCIPAL PURPOSE(S)	
NAICS CODE		NAICS SUB CODE
OTHER / appraisal services		

kathleen collins	po box 749, 248 daniel webster hwy ste1, Meredith, NH, 03253, USA	Member
NAME	BUSINESS ADDRESS	TITLE
	MANAGER / MEMBER INFORMATION	

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.			
kathleen collins	Member		
SIGNATURE	TITLE		

# State of New Hampshire Department of State

#### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Northern New England Appraisal Service, LLC is a New Hampshire limited liability company formed on November 30, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11<sup>th</sup> day of March, A.D. 2011

William M. Gardner Secretary of State



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

certificate noider in	illeu of Sucif effuorsement(s).	CONTACT amounts Officer ACSP				
PRODUCER CROSS INSURANCE - LACONIA		CONTACT Amanda O'Brien, ACSR  PHONE (A/C, No, Ext): (603) 524-2425 (A/C, No, Ext): (603) 524-3666				
		INSURER(S) AFFORDING COVERAGE	NAIC #			
Laconia	NH 03246	INSURER A: Peerless Indemnity Ins Co	18333			
INSURED		INSURER B: Peerless Ins Co	24198			
Northern New England Appraisal Service LLC		INSURER C:Philadelphia Ins. Co.				
Po Box 749		INSURER D:				
		INSURER E :				
Meredith	NH 03253	INSURER F:				

CERTIFICATE NUMBER:CL1661675735 COVERAGES

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

EX	of months 105	ADDL SU	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
ISR TR		INSD W	/B POLICY NUMBER	(MINIOD/1111)	(11111111111111111111111111111111111111	EACH OCCURRENCE	\$	1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
A	CLAIMS-MADE X OCCUR		BOP8401935	3/9/2016	3/9/2017	MED EXP (Any one person)	\$	5,000
						PERSONAL & ADV INJURY	\$	1,000,000
	OFFINI ACCORDATE LIMIT ADDI IES DED					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
							\$	
+	OTHER: AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	
						BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED	ANY AUTO ALL OWNED SCHEDULED			BODILY INJURY (Per accident)	\$		
	AUTOS AUTOS NON-OWNED					PROPERTY DAMAGE (Per accident)	\$	
	HIRED AUTOS AUTOS					The decidency	\$	
	X UMBRELLA LIAB OCCUR	+				EACH OCCURRENCE	\$	1,000,00
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	1,000,00
В	T C IIII C III C		CU8837580	3/9/2016	3/9/2017		\$	7 m
	DED   X   RETENTION \$ 10,000   WORKERS COMPENSATION					X PER STATUTE OTH-		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			100		E.L. EACH ACCIDENT	\$	500,00
В	OFFICER/MEMBER EXCLUDED?	N/A	WC6085289	3/9/2016	3/9/2017	E.L. DISEASE - EA EMPLOYER	\$	500,00
В	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	500,00
С	Professional Liability		PHSD1118582	3/21/2016	3/21/2017	Annual Aggregate  Deductible		\$1,000,00 \$2,50

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Kathleen Collins is excluded from Workers Compensation coverage.

CERTIFICATE HOLDER	
CERTIFICATE DOLDER	

State of New Hampshire Administrative Services Purchasing Agent, Alan Hofmann of his Suc Bureau of Purchase & Property 25 Capital Street, Room 102 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CANCELLATION

A O'Brien, ACSR/AOB

Create an Account

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## Search Results

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